



**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

**GAIL FARBER, Director**

March 20, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

32 March 20, 2012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**ALAMITOS BARRIER PROJECT  
UNIT 13 OBSERVATION WELLS  
COOPERATIVE AGREEMENT  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

**SUBJECT**

This action is to enter into a cooperative agreement with the Water Replenishment District of Southern California to fund construction of Unit 13 Observation Wells as part of the Alamitos Barrier Project.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that entering into this cooperative agreement is exempt from the provisions of the California Environmental Quality Act.
2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into a cooperative agreement with the Water Replenishment District of Southern California to fund construction of Unit 13 Observation Wells as part of the Alamitos Barrier Project. The construction cost of the project is estimated to be \$711,000 and will be financed with the Fiscal Year 2011-12 Los Angeles County Flood Control District Fund Budget. Under this cooperative agreement, the Water Replenishment District of Southern California will reimburse the Los Angeles County Flood Control District for a portion of the cost to construct the Unit 13 Observation Wells, up to \$300,000.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to enter into a cooperative agreement with Water Replenishment District of Southern California (WRD) to fund the construction of Unit 13 Observation Wells as part of the Alamitos Barrier Project (ABP). Data obtained from the new observation wells will be used to determine the effectiveness of and possible improvements to the ABP in an effort to better protect the underground water supply from seawater intrusion and to improve groundwater recharge management.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1); Children, Family, and Adult Well Being (Goal 2); and Community and Municipal Services (Goal 3). The recommended actions will help achieve these goals by maximizing the effectiveness of County infrastructure, building partnerships with other governmental agencies, and ensuring County residents receive quality infrastructure services. The Los Angeles County Flood Control District (LACFCD) will receive reimbursement for a portion of the cost to construct the Unit 13 Observation Wells, up to \$300,000.

## **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The estimated cost to construct the Unit 13 Observation Wells is \$711,000 and sufficient funds for this project are available in the Fiscal Year 2011-12 LACFCD Fund Budget. Under this cooperative agreement, the WRD will reimburse LACFCD for a portion of the cost to construct the Unit 13 Observation Wells, up to \$300,000.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

LACFCD will be the lead agency for the construction of Unit 13 Observation Wells and will be partially reimbursed by WRD for its construction cost under the terms of the cooperative agreement, enclosed as Exhibit A, which has been approved as to form by County Counsel.

The ABP is jointly owned by the LACFCD and the Orange County Water District and is operated by the County of Los Angeles Department of Public Works (Public Works) on behalf of LACFCD. The ABP injects water into the underlying aquifers to both supplement groundwater recharge and to develop a pressure ridge that prevents seawater from intruding into and degrading the underground potable water supply. Due to existing data gaps, destroyed wells, and results from recent groundwater models, the LACFCD determined it is necessary to replace and construct new ABP observation wells. Public Works will return to your Board recommending to approve the Unit 13 Observation Wells Project, adopt the plans and specifications, and advertise the project for construction.

## **ENVIRONMENTAL DOCUMENTATION**

Entering into this cooperative agreement to fund construction is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(4) of the CEQA guidelines. These exemptions provide for the creation of government funding mechanisms or

other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Entering into a cooperative agreement with WRD will provide funding assistance for construction of the Unit 13 Observation Wells, which will assist in evaluating the effectiveness of the ABP to better protect our groundwater supply from seawater intrusion.

**CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Water Resources Division.

Respectfully submitted,



GAIL FARBER

Director

GF:CS:yg

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

**Agreement to Jointly Fund the Construction  
of Eight New Observation Wells within the  
Alamitos Barrier Project  
By and Between the  
Los Angeles County Flood Control District and the  
Water Replenishment District of Southern California**

THIS FUNDING AGREEMENT (AGREEMENT), is entered into by and between the Los Angeles County Flood Control District (LACFCD) and the Water Replenishment District of Southern California (WRD), collectively referred to as "Parties" or individually as "Party" to fund the construction of eight new observation wells within the Alamitos Barrier Project.

Recitals

WHEREAS, the County of Los Angeles is home to approximately 10 million residents who depend on reliable sources of water; and

WHEREAS, approximately two-thirds of the water supply is imported from sources outside of the region; and

WHEREAS, in addition to imported water, the water supply also depends on groundwater that is recharged from a variety of sources, including injection at the Alamitos Barrier Project (BARRIER); and

WHEREAS, LACFCD is a special district organized and operating under the County of Los Angeles Flood Control Act, Water Code Unified Acts, Act 4463 (hereinafter referred to as Flood Control Act); and

WHEREAS, pursuant to the Flood Control Act, the LACFCD is authorized to manage flood control and water conservation facilities within its boundaries, and said efforts include injection of water at the BARRIER to recharge the groundwater basins within the County of Los Angeles, including the subterranean regional aquifer known as the Central Groundwater Basin; and

WHEREAS, LACFCD and Orange County Water District (OCWD) own, and LACFCD operates, the BARRIER, which consists of injection wells, observation wells, extraction wells, water supply lines, pressure-reduction facilities, and related appurtenances for the purpose of injecting water; including to aid in the replenishment of the water supply of the Central Groundwater Basin and the Orange County Groundwater Basin to form a hydraulic barrier to prevent seawater from intruding into the Central Groundwater Basin and Orange County Groundwater Basin; and

WHEREAS, WRD is a special district created pursuant to California Water Code, Section 60000, et seq., adopted by the California legislature in 1955; and

WHEREAS, WRD has operated since 1959 to protect and preserve the quantity and quality of the groundwater supplies in the Central and West Coast Groundwater Basins, which serve as the source of nearly 40 percent of the water used by the 4 million people overlying the WRD's 420-square-mile service area; and

WHEREAS, WRD's mission includes managing and safeguarding the groundwater resources of the Central Groundwater Basin by ensuring its water quality and by maximizing the amount of groundwater in the basins; and

WHEREAS, WRD provides recycled water and purchases imported water, Orange County Water District purchases both recycled water and imported water, and LACFCD conveys and injects the water into the BARRIER; and

WHEREAS, WRD benefits from the efforts of LACFCD to inject water at the BARRIER to replenish the water supply of the Central Basin and to prevent seawater from intruding into the Central Groundwater Basin; and

WHEREAS, LACFCD and WRD desire to construct eight new observation wells to determine the presence, or lack thereof, of existing seawater intrusion through the BARRIER and whether improvements are required to prevent future seawater intrusion.

#### Agreement

NOW, THEREFORE, in consideration of the mutual benefits to be derived by LACFCD and WRD, and of the premises herein contained, it is hereby agreed by the Parties as follows:

### **SECTION 1 – SCOPE OF WORK**

Plans and Specifications for the construction of eight new observation wells (Scope of Work), as developed by LACFCD with input from WRD, are attached hereto as Exhibits A and B, respectively, and incorporated herein by this reference.

### **SECTION 2 – CONTRACTOR SELECTION**

LACFCD shall have the authority to hire a third-party contractor (Contractor) to perform the Scope of Work by means of procurement procedures that satisfy the LACFCD's normal procurement and contract process. The construction services contract shall be awarded to the lowest qualified bidder, and LACFCD will obtain the written consent (letter, fax, or e-mail) of WRD's Chief Hydrogeologist prior to execution of the contract with the contractor.

### **SECTION 3 – PAYMENTS**

WRD shall be responsible to reimburse LACFCD for construction costs in an amount not to exceed Three Hundred Thousand Dollars and 00/100 Dollars

(\$300,000.00) or one-half of the total amount invoiced by the contractor, whichever is less. LACFCD shall invoice WRD monthly based on invoices it receives from the contractor. LACFCD shall be responsible for all costs of the Scope of Work in excess of said contribution by WRD. WRD will not reimburse LACFCD for any additional costs to perform or complete the Scope of Work except pursuant to a written amendment to this AGREEMENT.

#### **SECTION 4 – DELIVERY OF FINAL DOCUMENTS**

LACFCD shall provide WRD with at least one digital copy (i.e., PDF) and one paper copy of each of the final project documents, including but not limited to specifications, as-built plans, geologic logs such as lithologic logs, well construction diagrams, well driller reports and geophysical logs, and final well development records following LACFCD Board Acceptance of the Scope of Work.

#### **SECTION 5 – TERM AND AMENDMENT**

a. This AGREEMENT may be executed in separate parts by the parties. The AGREEMENT shall be effective upon the date of the last executed signature and will expire by its own operation two (2) years after execution, unless extended or sooner terminated by mutual written agreement by all Parties. All work described in Sections 1 and 4 above, shall be completed by the expiration of this AGREEMENT.

b. Each Party shall have no financial obligation to the other Party under this AGREEMENT, except as herein expressly provided.

c. This AGREEMENT may be modified only in writing with the signature of both Parties in the manner originally executed.

## **SECTION 6 – NOTICES**

All notices provided under this AGREEMENT must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either: (1) personally delivered to the address indicated below; or (2) on the third business day following deposit, postage prepaid, using certified mail, return receipt requested, in any United States Postal mailbox or at any United States Post Office; or (3) on the date of transmission by facsimile to the number provided below. All notices, demands, or requests shall be addressed to the following:

LACFCD  
County of Los Angeles Department of Public Works  
Attention Assistant Deputy Director – Water Resources Division  
900 South Fremont Avenue, 2nd Floor  
Alhambra, CA 91803-1331

Water Replenishment District of Southern California  
Attention Ted Johnson, Chief Hydrogeologist  
4040 Paramount Boulevard  
Lakewood, CA 90712

## **SECTION 7 – HOLD HARMLESS**

- a. LACFCD shall hold harmless, defend at its own expense, and indemnify WRD, its officers, employees, representatives and agents against any and all liability, claims, losses, damages, or expenses arising from the negligence or willful misconduct of LACFCD or its officers, employees, representatives or agents in relation to this AGREEMENT; excluding, however, such liability, claims, losses, damages, or expenses arising solely from the respective negligent or willful acts of WRD, its officers, employees, representatives and agents.
- b. WRD shall hold harmless, defend at its own expense, and indemnify LACFCD, its officers, employees, representatives and agents against any and all liability, claims, losses, damages, or expenses arising from the negligence or willful misconduct of WRD or its officers, employees, representatives or agents in relation to this AGREEMENT; excluding, however, such liability, claims, losses, damages, or expenses arising solely from the respective negligent or willful acts of LACFCD, its officers, employees, representatives and agents.

## **SECTION 8 – ASSIGNMENT**

No one Party to this AGREEMENT shall assign, sell, or otherwise transfer any obligation or interest conferred in this AGREEMENT without the specific written consent of the other Parties to this AGREEMENT.

## **SECTION 9 – APPLICABLE LAW**

This AGREEMENT shall be construed in accordance with and governed by the laws of the State of California and action brought relating to this AGREEMENT shall be brought solely in a court of competent jurisdiction in the County of Los Angeles, California.

## **SECTION 10 – INTEGRATION**

This AGREEMENT represents the entire understanding of the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this AGREEMENT.

## **SECTION 11 – SEVERABILITY**

In the event that any provision herein is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall not affect the validity of the remaining provisions of this AGREEMENT, which shall remain in full force and effect.

## **SECTION 12 – PARTY RECOGNITION**

To acknowledge the co-funding and cooperative nature of this project, each Party agrees to include both LACFCD and/or Los Angeles County Department of Public Works as well as WRD logos and names as appropriate on signage and outgoing, promotional materials related to this project.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives on \_\_\_\_\_, 2012, and by LACFCD on \_\_\_\_\_, 2012.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,  
a body corporate and politic

By \_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM:

JOHN F. KRATTLI  
Acting County Counsel

By Carol Suzuki  
Deputy

APPROVED AS TO FORM:

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

By \_\_\_\_\_  
Robb Whitaker,  
General Manager

LEAL, TREJO APC

By \_\_\_\_\_  
H. Francisco Leal  
Attorneys for the Water Replenishment District of Southern California